

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 83 - 2014

An ordinance authorizing the Mayor of the City of North Canton to enter into a two-year extension of the contract, Ordinance No. 41 – 2012, with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at North Canton's Drinking Water Plant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO:

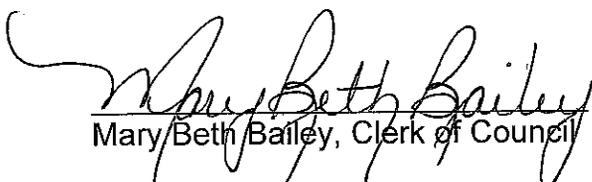
- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized, through the Board of Control, to enter into a two-year year extension of the contract with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at North Canton's Drinking Water Plant. The two-year extension of the contract will run from June 15, 2015 through June 15, 2017.
- Section 2. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the applicable appropriation upon receipt of vouchers duly approved by the proper departmental authority.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this 1st day of December, 2014


David Held, Mayor

Signed: 12/01, 2014

ATTEST:


Mary Beth Bailey, Clerk of Council

CONTRACT

For the construction of Cleaning Five (5) Sludge Lagoons and One (1) Wash Water Lagoon for the City of North Canton, Ohio.

CITY OF NORTH CANTON, OHIO

THIS AGREEMENT, made and entered into at North Canton, Ohio, this 12th Day of JUNE, 2012, by and between the City of North Canton, Ohio, Party of the First Part, by its Board of Control, as authorized by Ordinance Number 41-12, passed by the Council of said City on April 23, 2012, and a corporation, partnership, individual of SOUTH SIDE ENVIRONMENTAL Contractor, Party of the second Part.

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does agree that the Party of the First Part, for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and appliances, and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, said improvements shown on the contract drawings described in the included specifications or required by the City, with all equipment appurtenances, commencing work within twenty (20) days from the date of Notice to Proceed from the City and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specifications herein contained or hereunto attached in accordance with contract drawings of said work on file in the office of the City Engineer, and all to the acceptance of said Party of the first Part.

The Party of the Second Part shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the City Engineer and/or the Drinking Water Plant Superintendent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the City Engineer and/or the Drinking Water Plant Superintendent and within 3 years from the date of the Notice to Proceed as stipulated for the contract in the proposals, and in default thereof, the Party of the Second Part shall pay to the Party of the First Part an amount equal to One Thousand Dollars (\$1,000.00) for each and every day (Sunday and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

The Party of the First Part shall not be liable, to the Party of the Second Part for any neglect, default, delay or interference of or by another contractor nor shall any such neglect, default, delay

Contract – Continued

or interference of any other contractor, or alteration which may be required in said work, release the Party of the Second Part from the obligation to finish the said work within the time aforesaid, or from the damage to be paid in default thereof.

If the contractor shall fail to comply with any terms, conditions, provisions or stipulations of this contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided in that behalf in the contract and shall have the right and power to proceed in accordance with the provisions thereof.

It is hereby agreed by the parties of this agreement that the provisions contained in the "Advertisement" in "Instructions to Bidders" in the "Proposal", in the "Notice to Proceed", in the "Specifications", in the "Bond", in the "Contract Plans", as well as the supplementary plans to be furnished to the contractor, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the contractor.

The specifications under which the work embraced in this agreement shall be performed included the advertisement, instructions to bidders, proposal, affidavit, contract, contract bond, general conditions, detailed provisions, and item specifications, all as herein bound.

Name and address of each person or company interested in the contract:

_____/_____
NONE
_____/_____

It is hereby mutually agreed that the City is to pay and the contractor is to receive, as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the herein described work and appurtenances in the manner and under the conditions herein specified, and the prices stipulated in the proposal herein contained or hereto annexed.

Subject to the applicable provisions of law, this contract shall be full force and effect as a contractor form and after the date when fully executed and approved counterpart hereof is delivered to the contractor.

Contract – Continued

Term of the Contract:

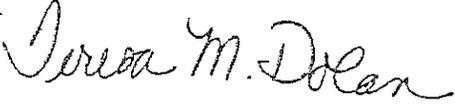
The term of the contract shall be for three (3) years, specifically the years June 15, 2012 through June 15, 2015.

OPTION AGREEMENT:

The Parties agree that the contract may be extended by two (2) mutual options of two (2) years each, if both Parties consent. The first option may be entered into ninety (90) days before expiration for years June 15, 2015 through June 15, 2017. The second option may be entered into ninety (90) days before expiration for years June 15, 2017 through June 15, 2019. Either Party may decline to exercise either option.

The City of North Canton

Attest:  By:
MAYOR

ATTEST
Mayor 

Date: 7-17-12

Contractor

Attest:  Name:

(Company)

Date: 7.20.12 Address:

By: 

Title: owner

(If the Contractor is a corporation, there shall be attached a resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)